

Effective Date: 1 July 2021

Global Staffing Service Terms & Conditions

These Global Staffing Service Terms and Conditions (“T&Cs”) govern RMI’s Global Staffing Services and contain certain terms and conditions that supplement the MSA and, where they conflict, override the MSA.

1. Definitions: In addition to the definitions provided elsewhere in this Agreement, the following definitions will apply:

- 1.1. “24/7”** means 24 hours per day 7 days per week.
- 1.2. “Staffing”** means the provision of personnel by RMI to the client for purposes other than solely providing training.
- 1.3. “Site”** means the Client work location as well as associated locations such as camps, offices, and vessels.
- 1.4. “Provider”** means all personnel assigned the Client’s Site for the purposes of rendering Services.
- 1.5. “Scope of Practice”** means the procedures, actions, and processes that the Provider is permitted to undertake in accordance with their profession and industry best practices in a given jurisdiction.
- 1.6. “Period of Performance (PoP)”** means the period of time over which the Services will be executed.
- 1.7. “Project”** means the Site(s) that will be covered under the Service Order Form.
- 1.8. “Rotation”** means the time period that a Provider is on and off the Site.
- 1.9. “Day Rate”** means the rate for a 12-hour working day unless otherwise defined in the Service Order Form.
- 1.10. “Week”** means midnight (0:00) Sunday to midnight (0:00) Sunday the following week.
- 1.11. “Home of Record (HOR)”** means the location where the Provider lives or deploys from.
- 1.12. “Work Time”** means the time the Provider is executing Services..
- 1.13. “Standby Time”** means any time a provider is required to be available but is not performing services directly related to the Service Order Form.
- 1.14. “Handover Time”** means time where two Providers occupying the same position are on the Project or Site at the same time during a Rotation.

- 1.15. “Travel Time”** means time where the Provider is away from their Home of Record while transiting to the Project or Site.
- 1.16. “Training Time”** means time where the Provider is taking specialized training as required by the Client or Project or Site.
- 1.17. “Per Diem”** means the mutually agreed upon daily rate for the meals and incidentals while the Provider remains away from their HOR.
- 2. Products & Services:** RMI will provide medical or safety Staffing & Staffing support services to the Client for the Project. These products and services will include:
- 2.1. Consultation.** RMI will work with the Client to assess Project requirements including work environment, budget, local regulations, and Provider Scope of Practice. RMI will then use this information to recommend a Provider type that aligns with Project requirements.
- 2.2. Recruiting.** When not readily available within RMI’s pool of Providers, RMI will recruit qualified Providers to meet the Project requirements. Qualified Providers that RMI can recruit generally include but are not limited to the following: Physician, Physician’s Assistant, Nurse Practitioner, Paramedic, Registered Nurse, Advanced Emergency Medical Technician, Emergency Medical Technician, HSE Advisor, HSE Medic.
- 2.3. Screening & Credentialing.** All Provider’s will undergo: a fitness for duty medical exam, a criminal background check, credentialing of any required licensure and certifications, required skills competency evaluation.
- 2.4. Provider Services.** The Provider will perform medical and/or safety services in alignment with the Provider(s) Scope of Practice as outlined in the Provider’s job description but not to supersede any regulatory standards of care, protocols or regulations.
- 2.5. PPE.** The Provider will come with basic Personal Protective Equipment (PPE) based on the Project or Site requirements. At a minimum this includes safety work boots. But may also include: safety glasses, safety vests, and hardhats in accordance with ANSI and CE standards.
- 2.6. Training.** When requested by the Client, and when the Provider is qualified to do so, RMI may be able to coordinate the delivery of Project specific certificate training courses including basic first aid and select safety trainings.
- 3. Limitations:**
- 3.1.** If there is insufficient time between the Client’s request for services and/or contract signing and the beginning of the PoP, RMI may be unable to provide Staffing services by the requested start date.



- 3.2. Unless otherwise agreed upon in writing, if there are changes in the Project start or end date with less than 30 days-notice RMI does not guarantee its ability to provide Staffing services for the Project.
 - 3.3. If RMI anticipates the inability to identify a Provider that meets the Project requirements, RMI will work with the Client to develop a contingency plan.
 - 3.4. RMI is unable to perform services that fall outside of a Provider's Scope of Practice. If the Client requests such services to be performed, a more advanced Provider along with associated Equipment & Supplies may be required. Additional charges will apply.
 - 3.5. If the Client requests Provider qualifications that RMI cannot adequately recruit for, train, or govern RMI may be unable to provide the Client with the requested Staffing services.
 - 3.6. These T&Cs are intended for Staffing purposes only. All required equipment, supplies, and other 3rd party services will be detailed in a separate Schedule.
 - 3.7. MERPs are only included for Sites that have RMI medical Providers. All Sites that have only RMI safety Providers or non-RMI providers will not be provided a MERP.
4. **Client Obligations:** The Client is responsible for paying for and/or providing:
- 4.1. **Communications Equipment & Services.** Communications equipment and services necessary for providing the Services, which may include but are not limited to radio, mobile phone, satellite phone, landline phone.
 - 4.2. **Internet.** Internet connectivity adequate to for providing the Services. At a minimum the internet services must allow unrestricted access to the following RMI systems: email, electronic health records, cloud file storage, secure patient communication portals, and satellite trackers. If internet connectivity is limited or not possible based geographic limitations the Client will make a reasonable effort to identify alternative arrangements.
 - 4.3. **Supporting Computer Equipment.** A working computer and supporting computer equipment necessary for providing the Services, which may include but is not limited to a printer/scanner.
 - 4.4. **PPE.** Required Project, Site or Client specific Personal Protective Equipment (PPE) for Providers while on Site.
 - 4.5. **Transportation, Food & Lodging.** Reasonable transportation, food and lodging for Providers as determined by RMI and generally meeting reasonable quality standards. Unless the Provider is to be paid a Per Diem in which case the Provider will be responsible for securing said accommodations.
 - 4.6. **Special Pass, Licensures & Certifications.** Unless otherwise agreed upon in writing, the Client will be responsible for paying for and arranging all Visas, work permits, special passes, and Project or Site-specific licensures and certifications beyond the minimum Provider requirements outlined in the Provider's job description.



- 4.7. No Poaching.** Client agrees to not approach the provider for the purposes of offering employment for the duration of the PoP and for a minimum of 1 year following the end of the PoP.
- 4.8. Non-Routine Vaccinations:** Non-routine vaccines and medicines required and recommended by the U.S. Center for Disease Control (CDC), as indicated by the Project Site location.
- 5. Billing:** Unless otherwise agreed upon in writing with an RMI company officer, the following billing terms will apply:
- 5.1. Billing Schedule.** RMI will bill the client prior to the 15th of each calendar month for the services rendered in the previous calendar month.
- 5.2. Travel.** Unless the Client is coordinating and paying for travel directly, RMI will bill the Client for all reasonable expenses related to Provider travel to and from the Project or Site. Travel related expenses may include but are not limited to airfare, lodging, taxis, parking, baggage charges, and a per diem (meals and incidentals). Any unforeseen changes to travel beyond the control of RMI will be billed to the Client (e.g. flight cancelations, rebooking fees, etc.).The Client will be billed for expenses plus markup as defined in the Service Order Form.
- 5.3. Billable Time.** The Client agrees to pay RMI a daily rate for the Provider as agreed upon in the Service Order Form. Billable time begins when the Provider departs their HOR for the Project or Site. Billable time ends when the Provider arrives back at their HOR following the deployment.
- 5.4. Quarantine Time.** The Client agrees that the Client will pay for day rates and all costs plus 10% associated with any unavoidable quarantine time, including but not limited to: travel, meals, and lodging or any other reasonable expenses incurred during the quarantine.
- 5.5. Cancellation Fees.** If the Client cancels a Project or Rotation on less than 30 days' notice, the Client agrees to pay any direct and indirect costs incurred by RMI associated with that cancellation.
- 5.6. Project Term Changes.** If the Client changes the terms of the Project following the signing of this Agreement, the Client agrees to pay actual direct and indirect costs inclusive of fees incurred by RMI associated with that term change.
- 5.7. Other 3rd Party Expenses.** Client agrees to pay all other 3rd party expenses that RMI incurs in association with the Project. Said expenses will be billed to the Client with a markup as defined in the Service Order Form.
- 5.8. Training Certificates.** RMI will bill the Client for any official training certificates associated with courses that are led by the Provider during the PoP.

5.9. Taxes. Client agrees to be financially responsible for any non-U.S. taxes levied on RMI, its approved subcontractors, or its Providers. This includes but is not limited to withholding taxes, personal income taxes, Value Added Taxes, excise taxes, and Pay as You Earn taxes. The Client can either pay these taxes directly or the tax can be added to RMI's total billable rates.